



Conditions

1. Appointment

- 1.1. The Supplier shall provide the Services to the Customer subject to these Conditions, in accordance with the Booking Form and otherwise in accordance with the Supplier's current brochure or other published literature relating to the Services as may be updated by the Supplier from time to time.
- 1.2. Bookings are accepted at the discretion of the Supplier and may also be subject to individuals being offered a place on a programme by an accrediting institution (where applicable).
- 1.3. Bookings are not transferable (whether to another company or individual) without the Supplier's prior written consent.
- 1.4. The Customer shall complete the Booking Form and, at its own expense, provide the Supplier with all necessary information or materials required by the Supplier within sufficient time to enable the Supplier to provide the Services in accordance with the Contract.
- 1.5. The Supplier may correct any typographical or other errors or omissions within the Booking Form or in any brochure, promotional literature or other document relating to the provision of the Services at any time and without any liability to the Customer.
- 1.6. The Supplier may at any time prior to the provision of the Services and without notifying the Customer make changes to the Services provided such changes do not materially affect the nature or quality of the Services.

2. Duties and obligations

- 2.1. The Supplier shall (and will procure that the Supplier Personnel) perform the Services in accordance with good industry practice using all reasonable care and skill.
- 2.2. The Supplier shall use reasonable endeavours to achieve any deadlines or timescales agreed with the Customer in writing.
- 2.3. The Supplier shall give the Customer reasonable notice in the event that there is a change to any Supplier Personnel prior to or during the provision of the Services and shall ensure that any replacement is of equivalent skill and expertise.
- 2.4. The Customer shall: (i) ensure that any instructions provided to the Supplier are complete, accurate and provided within a reasonable timeframe in order for the Supplier to achieve any deadlines or timescales; co-operate with the Supplier at all times and follow the reasonable instructions of the Supplier; (ii) follow all health and safety procedures from time to time in force at any of the Supplier (or any third party's) premises at which the Services are provided; and (iii) not at any time do anything to damage the reputation or goodwill of the Supplier.

3. Fees

- 3.1. The Customer shall pay the Fees for the provision of the Services on or before the Due Date.
- 3.2. All Fees quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

- 3.3. Subject to clause 3.4, the Fees are payable in full on or before the due date (being 30 days from the date of the invoice to which the relevant Fees relate). In the event that the Fees have not been paid in cleared funds by such due date, the Supplier reserves the right to suspend its performance of the Services until such payment has been made by the Customer.
- 3.4. In the event that the Supplier has agreed in writing to payment of the Fees by way of instalments, such payments shall be due on the dates agreed by the Supplier in writing (and time shall be of the essence in respect of such payments). Notwithstanding this clause 3.4, the first instalment must, in any event, be received by the Supplier at least 7 days prior to commencement of the Services. The Customer commits to paying the total Fees for the Services regardless of any instalment arrangements that may have been agreed.
- 3.5. Should a Customer and/or Delegate(s) leave a Course or other form of programme before all applicable Fees have been paid, any outstanding amount for that Customer and/or Delegate(s) will immediately become due for payment.
- 3.6. If payment of the Fees or any agreed part thereof is not made by the Due Date, the Supplier shall be entitled without notice to charge interest both before and after any judgement on the outstanding amount at the rate of 2% per annum above the Bank of England base rate accruing daily.
- 3.7. In addition to the Fees, the Supplier shall be entitled to charge the Customer for any reasonable, out of pocket expenses associated with the provision of the Services, provided that any such expenses have been agreed between the parties in writing.

4. Cancellation and Rescheduling

Cancellation

- 4.1. If the Customer wishes to cancel the Contract for any reason, it must send notice of cancellation in writing to the Supplier as soon as is reasonably practicable (a copy of which must be sent by email to the Supplier's authorised representative as detailed within the Booking Form or as otherwise may be advised by the Supplier to the Customer from time to time).
- 4.2. In the event of cancellation of a Short Programme, the following cancellation fees shall apply:

Date of receipt of cancellation notice by the Supplier	Cancellation Charge
30 days or more prior to commencement of the Services	n/a
Less than 30 days but 14 days or more prior to commencement of the Services	50% of the Fees



Less than 14 days but 7 days or more prior to commencement of the Services	75% of the Fees
Less than 7 days prior to commencement of the Services	100% of the Fees

4.3. In the event of cancellation of a Long Programme, the following cancellation fees shall apply:

Date of receipt of cancellation notice by the Supplier	Cancellation Charge
60 days or more prior to commencement of the Services	n/a
Less than 60 days but 30 days or more prior to commencement of the Services	50% of the Fees
Less than 30 days but 14 days or more prior to commencement of the Services	75% of the Fees
Less than 14 days prior to commencement of the Services	100% of the Fees

Rescheduling

4.4. In the event that the Services need to be rescheduled by the Supplier (whether in relation to a Force Majeure Event, the availability of Supplier Personnel, the availability of a third party site or other venue or otherwise), or if the Supplier agrees to reschedule the Services following a written request by the Customer (which shall at all times be at the Supplier's sole discretion), the parties shall co-operate and use reasonable endeavours to agree a mutually-acceptable date (and where applicable, venue) on which the Supplier shall provide the Services.

4.5. In the event that the Supplier is unable to reschedule the Services in accordance with clause 4.4 (or if otherwise agreed by the parties in writing) the Supplier may arrange for the Services to be supplied remotely by way of video meetings.

4.6. Rescheduling of the Services in accordance with clauses 4.4 or 4.5 shall in no event result in any reduction or other adjustment to the Fees previously agreed in relation to the Services which shall at all times remain payable in accordance with clause 3.

5. Intellectual Property Rights

5.1. The Intellectual Property Rights in any Programme Material and/or otherwise arising out of or in connection with the Services (other than in respect of any Customer Materials which the Supplier acknowledges are and shall remain the exclusive property of the Customer) shall at all times remain the exclusive property of the Supplier.

5.2. The Supplier grants to the Customer a non-exclusive, royalty-free licence to use the Programme Materials solely for the purpose of receiving the Services.

5.3. The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use any Customer Materials for the purpose of providing the Services to the Customer.

5.4. Each party represents and warrants that no materials provided under this Contract will infringe the Intellectual Property Rights of any third party.

5.5. If at any time it is alleged that any Programme Material or Customer Material (or their use or outputs) infringe the Intellectual Property Rights of any third party or if either party reasonably believes that there is likely to be a breach of such representation and warranty, it shall notify the other and at its own cost and within a reasonable period carry out such modification, replacement or rectification as is required to ensure that the Programme Material or Customer Material (as applicable) is able to be used in accordance with this Contract.

6. Warranties and Liability

6.1. The Services will be provided using reasonable care and skill.

6.2. The Supplier provides no guarantee that the use of any information or materials provided during the course of the Services (including use of the Programme Material) will achieve any particular outcome, improvement, efficiency or result of any nature in relation to the operation or performance of the Customer's business.

6.3. The Supplier hereby expressly excludes all warranties relating to fitness for purpose, satisfactory quality, performance or accuracy in relation to the Services to the maximum extent permitted by law.

6.4. The Supplier shall have no liability to the Customer for any loss, damage, costs, expense or other claims for compensation arising from: (i) the Supplier's failure to comply with any of its obligations under clause 2.4 above; or (ii) any other default, act or omission of the Customer in relation to the Services.

6.5. The Supplier shall not be liable to the Customer for: (i) any loss of profit, loss of data, business interruption, business opportunity, loss of revenue, loss of contracts, anticipated savings or goodwill (in each case whether direct or indirect); or (ii) for any indirect or consequential loss or damage of any nature whatsoever (whether caused by the negligence of the Supplier, the Supplier Personnel or otherwise).

6.6. Subject to clause 6.8 below, the maximum aggregate liability of the Supplier under or in connection with the Contract shall in no event exceed 100% of the Fees paid by the Customer in respect of the Services.

6.7. The Supplier shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Services. If the delay or failure was caused by circumstances beyond the Supplier's control.

6.8. Nothing in these Conditions shall exclude the Supplier's liability for death or personal injury caused by its negligence.



7. Termination

7.1. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract for convenience by giving the Customer a minimum of 30 days' written notice.

7.2. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Supplier if: (i) the Supplier commits a material breach of the Contract (including but not limited to non-payment of the Fees) and, if such breach is remediable, fails to remedy that breach within a period of 14 days after being notified in writing to do so; (ii) there is a change of control of the Supplier; (iii) the Customer is in breach of its obligations under clauses 8 or 10; or (iv) an insolvency-type event occurs.

8. Confidentiality

8.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.

8.2. Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

9. Force Majeure

9.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract to the extent that such delay or failure directly results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 60 days, the non-defaulting party may terminate the Contract by giving 7 days' written notice to the other party.

10. Data protection

10.1. Each Party agrees to comply with its obligations as set out in Schedules 1A (Data Protection) and 1B (Data Protection Particulars) of this Agreement.

10.2. The Customer shall indemnify on demand and keep the Supplier indemnified against any Data Losses incurred by, awarded against or agreed to be paid by the Supplier to the extent arising from the Customer's failure to comply with the Data Protection Laws.

10.3. The Supplier shall not be prevented from recovering any Data Losses it incurs due to any act or omission of Customer.

11. General

11.1. No failure or delay by the Supplier in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Supplier of any breach of the Contract by the Customer shall be

considered as a waiver of any subsequent breach of the same or any other provision.

11.2. If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

11.3. These Conditions constitute the entire agreement between the Supplier and the Customer and may not be varied except in writing (which may include email) by the Supplier.

11.4. English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.

11.5. A person who is not a party to these Conditions shall have no right under the Contract (rights of Third Parties) Act 1999 to enforce any terms of these conditions but this shall not effect any right or remedy of a third party which exists or is available apart from that Act

12. Non-solicitation

12.1. During the Term and for a period of one year following expiry of the Term, the Customer shall not, whether directly or indirectly or through any third party, solicit or entice away (or attempt to solicit or entice) for employment or engagement, or hire for employment or engagement, any Supplier Personnel with whom they have come into contact as part of the Supplier's delivery of Services.

13. Data protection

Each Party agrees to comply with its obligations as set out in Schedules 1A (Data Protection) and 1B (Data Protection Particulars) of this Contract.

14. Interpretation

14.1. The definitions and rules of interpretation in this condition 1.1 apply in these Conditions:

"**Booking Form**" means the form to which these Conditions are appended, detailing (amongst other things) the Services to be provided by the Supplier to the Customer;

"**Cancellation Fee**" means the fees payable by the Customer in the event that the Services are cancelled in accordance with clause 4;

"**Contract**" means the contract between the Customer and the Supplier for the provision of the Services comprising of the Booking Form and the Conditions;

1. "**Course**" means the course being provided by the Supplier and attended by the Customer and/or Delegate(s) as detailed in the Booking Form;

2. "**Customer**" means the person, firm or company named on the Booking Form for whom the Supplier has agreed to provide the Services in accordance with these Conditions;

3. "**Customer Materials**" all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier in relation to the Services;

4. "**Data Losses**" means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments),



- judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
5. "**Delegate(s)**" means the person or persons who will be attending the Programme as specified in the Booking Form;
 6. "**Document**" includes, in addition to a document in writing, a plan, design, drawing, picture or other image or any other record of any information in any form provided by the Supplier as part of the Services;
 7. "**Fees**" means the sums payable by the Customer for receiving the Services as detailed in the Booking Form;
 8. "**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (v) collapse of buildings, fire, explosion or accident; (vi) any labour or trade dispute, strikes, industrial action or lockouts; (vii) non-performance by suppliers or subcontractors; and (viii) interruption or failure of utility services;
 9. "**Intellectual Property Rights**" means patents, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered;
 10. "**Long Programme**" means any Service of more than 1 week's duration provided by the Supplier;
 11. "**Programme**" the educational (or other) programme to be attended by the Delegate(s) as set out in the Booking Form;
 12. "**Programme Material**" means any Documents or other materials, and any other information provided by the Supplier in relation to the Services;
 13. "**Services**" means the services relating to:
 - the Course,
 - the Programme(s);
 - practitioner support services;
 - consultancy services; or
 - site visits and/or tours to manufacturing sites.
 14. as provided by the Supplier to the Customer and/or Delegate(s) as set out in the Booking Form;
 15. "**Short Programme**" means any Service of less than 1 week's duration provided by the Supplier;
 16. "**Supplier**" means the entity named on the Booking Form providing the Services under this Contract; and
 17. "**Supplier Personnel**" means any employees, officers, consultants, permitted agents and/or individuals

18. employed by or contracted to the Supplier and involved to any extent in the performance of the Services;
- 14.2. "**Term**" means the contract duration as detailed in the Booking Form (or in the absence of such details, the date starting on the date of final signature of this Contract and ending upon the delivery of the Services. The headings in these Conditions are for convenience only and shall not affect their interpretation.



Schedule 1A Data Protection

1. Definitions

1.1. In this Schedule 1A the following definitions shall apply:

19. "Controller", "Processor" and "Data Subject" shall have the meaning given to those terms in the applicable Data Protection Laws;

20.

21. "Data Protection Laws" means (a) the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any other applicable laws, or regulatory requirements as amended or replaced from time to time relating to data protection in the United Kingdom ; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

22.

23. "Data Processing Particulars" means, in relation to any Processing under this Agreement:

- 23.a) the subject matter and duration of the Processing;
- 23.b) the nature and purpose of the Processing;
- 23.c) the type of Personal Data being Processed; and
- 23.d) the categories of Data Subjects; set out in Schedule 1B;

24. "Data Subject Request" means an actual or purported request from a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

25.

26. "ICO" means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

27.

28. "Losses" means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

29.

30. "Permitted Purpose" means the purpose of the Processing as set out in more detail in the Schedule 1B (Data Protection Particulars);

31.

32. "Personal Data" means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Schedule 1B (Data Protection Particulars));

33.

34. "Personal Data Breach" has the meaning set out in the Data Protection Laws;

35.

36. "Personnel" means all persons engaged or employed from time to time by the Supplier in connection with this Agreement, including employees, consultants, contractors and permitted agents;

37.

38. "Processing" has the meaning set out in the Data Protection Laws (and "Process" and

39. "Processed" shall be construed accordingly);

40.

41. "Restricted Country" means a country, territory or jurisdiction outside of the United Kingdom which the UK Government has not deemed to provide adequate protection in accordance the UK GDPR;

42.

43. "Sensitive Personal Data" means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;

44.

45. "Services" has the meaning given in the Conditions;

46.

47. "Third Party Request" means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation; and

48.

49. "UK GDPR" has the meaning given to is in section 3(10) of the Data Protection Act 2018;

50.

2. Data Protection

2.1. Arrangement Between The Parties

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- (a) The Parties anticipate that the Customer shall act as a Controller and the Supplier shall act as a Processor where the Supplier is Processing the Personal Data on behalf of the Customer in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement;
- (b) Each of the Parties shall in performing its obligations under this Agreement, comply with the obligations imposed upon it under the Data Protection Laws.
- (c) Each of the Parties acknowledges and agrees that Schedule 1B (Data Processing Particulars) to this Agreement is an accurate description of the Data Processing Particulars.

2.2. Data Controller Obligations

- (a) Without limiting the generality of the obligations set out in Paragraph 2.1(b), in particular, the Customer shall:
 - (i) comply and maintain all relevant registrations (and similar) required by Data Protection Laws;
 - (ii) ensure that it is not subject to any prohibition or restriction which would:
 - (A) prevent or restrict it from disclosing or transferring Personal Data to the Supplier;
 - (B) prevent or restrict it from granting the Supplier access to Personal Data; and/or
 - (C) prevent or restrict the Supplier from Processing Personal Data, in each case as required for the Supplier to perform the Services in accordance with this Agreement;
 - (iii) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow the Supplier to provide the Services under this Agreement and in accordance with the Data Protection Laws;
 - (iv) ensure that all Personal Data disclosed or transferred to, or accessed by, the Supplier is accurate, up-to-date, adequate, relevant and not excessive;
 - (v) maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Controller by Data Protection Laws including, without limitation, (i) ensuring a level of security appropriate to the risk involved in the processing (which shall include without limitation and, as appropriate, taking steps such as the pseudonymisation and/or encryption of personal data, taking steps to ensure the ongoing confidentiality, integrity, availability and resilience of the systems and services used to process Personal Data, ensuring the ability to restore the availability and access to Personal Data and regularly testing the effectiveness of the systems in place); (ii) adhering to any relevant codes of conduct or approved certifications; and (iii) ensuring that all individuals who have access to Personal Data maintain the confidentiality and security of Personal Data and comply with the terms of this Agreement.

2.3. Data Processor Obligations

- (a) To the extent that the Supplier Processes any Personal Data as a Processor on behalf of the Customer for the purpose of performing the Services under this Agreement, the Supplier undertakes to the Customer that the Supplier shall:
 - (i) only Process Personal Data for and on behalf of the Customer only in accordance with the Customer's instructions, unless otherwise required by law;
 - (ii) inform the Customer as soon as practicable if it considers any of the Customer's instructions infringes Data Protection Laws;
 - (iii) implement and maintain appropriate technical and organisational security measures to safeguard against any unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and where requested provide to the Customer evidence of its compliance with such requirement;
 - (iv) take all reasonable steps to ensure the reliability and integrity of any of its staff and independent contractors who have access to Personal Data and ensure that only staff and contractors who are required to assist in performing the Services have access to such Personal Data;
 - (v) ensure that any of its staff and/or contractors who have access to Personal Data have entered into appropriate contractually binding confidentiality undertakings;
 - (vi) not disclose Personal Data to a third party (including a sub-contractor or sub-processor) unless the third party agrees to terms which are substantially the same as the terms set out in this Agreement or in response to Third Party Requests where the Supplier is prohibited by law or regulation from notifying the Customer;
 - (vii) at the Customer's reasonable request: (i) make available to the other party evidence to demonstrate the Supplier's compliance with the requirements of this Paragraph 2.3(a); and/or (ii) allow for and contribute to audits of Supplier's Processing activities pursuant to this Agreement conducted by or on behalf of the Customer on reasonable notice;
 - (viii) at the Customer's direction, arrange for the safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control (if any) within forty (40) days of such direction and, where requested by the Customer, certify that such destruction has taken place, except where Supplier is required to retain any of such Personal Data;
 - (ix) not transfer any Personal Data to a Restricted Country unless such transfer is made in compliance with the Data Protection Laws;
 - (x) at the Customer's request use all reasonable endeavours to assist the Customer to comply with the obligations imposed on the Customer by or in relation to:
 - (A) the rights of Data Subjects;



- (B) assistance to the ICO; and/or
- (C) Data Protection Impact Assessments provided that any such assistance shall be provided to the Customer subject to a fee payable to the Supplier to be agreed between the parties.

3. Insurance

3.1. The Customer agrees:

- (a) to obtain and keep in full force and effect at all times, in respect of the Processing of Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Customer's failure to comply with the Data Protection Laws and/or the provisions of this Schedule 1A (Data Protection) with policy limits and provisions conforming to such requirements as the Supplier may from time to time prescribe; and
- (b) to deliver to the Supplier copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement and ensure that the Supplier shall be entitled to the benefit of such insurance.

Schedule 1B

Data Protection Particulars

The subject matter of the Processing	The delivery of the Services
The categories of Data Subjects	Customer personnel, Delegates.
The nature of the Processing	Obtaining, recording and retaining business contact details. The personal data will be transmitted by the Data Controller to the Data Processor.
The duration of the Processing	For the duration of the Services.
The purpose of the Processing	To organise and deliver the Services.
The type of Personal Data being Processed	Business contact details - name, telephone, email.